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CROSS EASEMENT DEED

Encore Bowling, Inc., a Maine business corporation with a mailing address of P.O. Box 426, Hallowell, Maine 04347 (hereinafter "Grantor" which expression shall include its successors and assigns), for consideration paid, grants to **All Pro Soccer & Sports Club, LLC**, a Maine limited liability company with a mailing address of 141 Baker Road Winterport, Maine 04496 (hereinafter "Grantee" which expression shall include its successors and assigns) a temporary easement as hereafter described for sixty (60) days which easement shall become a permanent easement upon satisfaction of the conditions of the easement as hereafter stated. Said easement is a non-exclusive easement in common with Grantor on foot or by vehicle, over, across and under the land of the Grantor situated in **Waterville**, County of **Kennebec**, and State of **Maine**, more fully described in Exhibit "A" attached hereto, said easement being for the purposes of: (1) permitting Grantee and Grantee's invitees, guests, patrons, employees, and lessees access to Grantee's premises, which are more fully described in Exhibit "B" attached hereto, pursuant to a fifty (50') foot wide right-of-way being more fully described in Exhibit "C" attached hereto; (2) permitting the installation, construction, erection, burial, maintenance, rebuilding, replacement, operation, repair, and removal of utilities, including but not limited to, water, sewer, above and below ground electric, telephone, cable television, communication lines, and other like facilities; (3) permitting Grantee, at Grantee's expense, to input and tie into Grantor's water and sewer lines; (4) permitting Grantee its invitees, guests, patrons, employees, and lessees to use Grantor's parking spaces for overflow parking, the exact location of said overflow parking spaces to be mutually agreed upon by the Grantor and Grantee; and (5) allowing Grantee to maintain, at Grantee's own expense, signage on Grantor's advertising stanchion, provided that this easement for signage shall not apply to neon signs and, further provided, that any signage maintained by Grantee shall comply with all applicable local ordinances.

The Grantee shall indemnify the Grantor from any claims or damages to persons or premises resulting from the Grantee's exercise of rights under this easement.

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The Grantee shall at its sole cost and expense, repair any damage resulting to the Grantor's real estate as a result of the Grantee's exercise of rights under this easement for the purposes herein described and shall restore the Grantor's real estate after disturbance of Grantor's real estate through exercise of rights hereunder to its general existing condition prior to disturbance.

As a condition to the granting of said easement and in consideration of the foregoing, the Grantee hereby agrees: (a) to tarmac the entire portion of the Grantor's parking lot on the north side of Grantor's building, to include the driveway within the fifty foot (50') wide right of way in (1) above, constituting a part of the Grantor's real estate; (b) to repaint the lines on the Grantor's parking lot; (c) to perpetually maintain, at the Grantee's expense, the fifty (50') foot wide easement more fully described in (1) above, to provide a pathway from the Grantor's real estate to the Grantee's real estate more fully described in Exhibit "A" and Exhibit "B" respectively, the exact location and dimensions of said pathway to be determined by the Grantee in its sole and absolute discretion; (d) to perpetually pay for snow removal on the fifty (50') foot wide easement; and (e) to rebuild the eight (8) parking spaces being eliminated at the upper end of the Grantor's parking lot that abuts the Grantee's property, including relocation of Grantor's propane tanks and propane lines.

If the foregoing conditions, other than conditions requiring perpetual obligations, are not satisfied within the sixty (60) day temporary easement period, the easement shall cease until Grantee satisfies the conditions of the easement. If such conditions are not satisfied within sixty (60) days due to circumstances beyond the control of Grantee, Grantor may continue to permit access under such further conditions stipulated by Grantor as to reasonably alert Grantor's and Grantee's patrons where to access and where to park until the conditions are fully satisfied.

In consideration of the foregoing, the Grantee hereby grants to the Grantor a permanent easement, on foot or by vehicle, over and across the land of the Grantee more fully described in Exhibit "B", said easement being for purposes of permitting the Grantor, its invitees, guests, patrons, employees, and lessees to use the Grantee's parking spaces for overflow parking of the Grantor, the exact location of said overflow parking spaces to be mutually agreed upon by the

26-10
26-20

Grantor and the Grantee.

The Grantor shall indemnify the Grantee from any claims or damages to persons or premises resulting from the Grantor's exercise of rights under Grantor's easement. The Grantor shall, at its sole cost and expense, repair any damage resulting to the Grantee's land as a result of the Grantor's exercise of rights under its easement for the purposes herein described and shall restore the Grantee's real estate to its general existing condition after disturbance of Grantee's real estate through exercise of rights hereunder.

In Witness Whereof, the Grantor and Grantee have hereunto set their hands and seals effective this 10TH day of September, 2004.

Witness:

William P. Dubord

Encore Bowling, Inc.

Andrew W. Couture
By: Andrew W. Couture
Its: President

William P. Dubord

All Pro Soccer & Sports Club, LLC

Gary Walker
By: Gary Walker
Its: Manager

STATE OF MAINE
Kennebec, SS.

September 10, 2004

Then personally appeared the above-named **Andrew W. Couture**, President of Encore Bowling, Inc., and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of Encore Bowling, Inc.

Before me,

SEAL

William P. Dubord
William P. Dubord, Notary Public
My commission expires: 06/26/2008

26-10

26-20

STATE OF MAINE
Kennebec, ss.

September 10, 2004

Then personally appeared the above-named **Gary Walker**, Manager of All Pro Soccer & Sports Club, LLC, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of All Pro Soccer & Sports Club, LLC

Before me,

William P. Dubord
William P. Dubord, Notary Public
My commission expires: 06/26/2008

EXHIBIT "A"
DESCRIPTION OF GRANTOR'S PREMISES

26-10
26-20

A certain lot or parcel of land, together with the buildings and improvements located thereon, situate in Waterville, County of Kennebec and State of Maine, being more particularly bounded and described as follows, to wit:

Beginning at an iron pin found at the southwest corner of the easterly portion of the old E. Stanley Lunn Farm, said iron pin being on the easterly right-of-way of the West River Road (so-called), and marked as being set by Thomas Wendell, Surveyor No. 1266; thence N 60-35-45 W across the road a distance of 68.70 feet to a 5/8 inch iron rebar set on the westerly right-of-way of the West River Road and the northeast corner of a parcel of land now or formerly owned by Crestwood Park Associates as recorded in the Kennebec County Registry of Deeds, Book 2392, Page 203, said iron pin being the point of beginning; thence N 60-44-30 W along the south line of the westerly portion of the old E. Stanley Lunn Farm a distance of 800.00 feet to a 5/8 inch iron rebar set on the lot line; thence N 29-15-30 E a distance of 400.00 feet to a 5/8 inch iron rebar set; thence S 60-44-30 E a distance of 955.20 feet to a 5/8 inch iron rebar set on the westerly right-of-way of the West River Road, the last two courses being across the source parcel; thence along the right-of-way and a curve to the left an arc distance of 429.70 feet, the arc having a radius of 2324.75 feet to the point of beginning, the last call having a traverse line of S 50-20-00 W a distance of 429.10 feet.

Excepting and reserving, however, from the above described premises the parcel of land conveyed to The Woodlands, Inc., by R & R Enterprises by deed dated August 17, 1995, and recorded in the Kennebec County Registry of Deeds in Book 4955, Page 82.

Being the same premises conveyed to Encore Bowling, Inc., by Quitclaim Deed With Covenant from R & R Enterprises dated March 25, 1999, and recorded in the Kennebec County Registry of Deeds in Book 5904, Page 31.

EXHIBIT "B"
DESCRIPTION OF GRANTEE'S PREMISES

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A certain lot or parcel of land located on the West River Road, in Waterville, Kennebec County, Maine, and being more particularly bounded and described as follows, to wit:

Beginning at a #4 Re-rod being the northwesterly corner of Woodlands, Inc. (Book 5537, Page 312);

Thence North seventy eight degrees forty minutes West (N 78°40' W) a distance of four hundred feet (400.0') to a #5 Re-rod set;

Thence South fourteen degrees fourteen minutes West (S 14° 14' W) a distance of one thousand thirty-seven and five tenths feet (1037.5') to a #5 Re-rod set in the northerly line of EWT, LLC3 (Book 5884, Page 144);

Thence South seventy-six degrees fifty-four minutes East (S 76° 54' E) along the lands of EWT, LLC3 a distance of ninety-six and three tenths feet (96.3') to a point at the northwesterly corner of Tarbell (Book 5884, Page 141);

Thence South seventy-eight degrees thirty-five minutes East (S 78° 35' E) along the lands of Tarbell a distance of three hundred seventy-eight and seven tenths feet (378.7') to a capped #4 Re-rod (PLS #1132) being the southwesterly corner of Encore Bowling Inc. (Book 5904, Page 31);

Thence North eleven degrees nineteen minutes East (N 11° 19' E) along the land of said Encore Bowling Inc. a distance of two hundred thirty-three and three tenths feet (233.3') to a #5 Re-rod set being the southwesterly corner of a proposed 50' Right of Way;

Thence North eleven degrees nineteen minutes East (N 11° 19' E) still along the land of said Encore Bowling Inc. a distance of fifty feet (50.0') to a #5 Re-rod set being the northwesterly corner of a proposed 50' Right of Way;

Thence North eleven degrees nineteen minutes East (N 11° 19' E) still along the land of said Encore Bowling Inc. a distance of sixty-six and six tenths feet (66.6') to the southwesterly corner of an existing 50' Right of Way (Book 4968, Page 166) at the lands of Woodlands, Inc. (Book 4955, Page 82);

Thence North eleven degrees nineteen minutes East (N 11° 19' E) along the land of said Woodlands, Inc. a distance of fifty and one tenths feet (50.1') to a corner;

26-10
26-20

Thence South seventy-eight degrees forty-one minutes East (S 78° 41' E) still along the land of said Woodlands, Inc. a distance of sixty-three and three tenths feet (63.3') to a corner;

Thence North seven degrees twenty-eight minutes East (N 07° 28' E) along the land of said Woodlands, Inc. a distance of three hundred eleven and eight tenths feet (311.8') to a Capped #4 Re-rod (PLS #1132);

Thence North zero degrees fourteen minutes East (N 00° 14' E) along the land of said Woodlands, Inc. a distance of three hundred thirty-five feet (335.0') to the point of beginning. Said parcel contains 11.2 Acres.

Being a portion of the premises conveyed by E. Stanley Lunn, Jr. to the City of Waterville by deed dated December 24, 1974, and recorded in Kennebec County Registry of Deeds, Book 1790, Page 117, and conveyed to All Pro Soccer & Sports Club, LLC, by deed of even or recent date to be recorded herewith.

EXHIBIT "C"
DESCRIPTION OF RIGHT-OF-WAY EASEMENT

26-10
26-20

Beginning at a #5 re-rod set, being sixty-nine and nine tenths feet (69.9') southwesterly from the southeast corner of lands of Woodlands, Inc. (Book 4955, Page 82) also being at the westerly sideline of West River Road.

Thence South twenty-nine degrees twenty-five minutes West (S. 29° 25' W.) along the westerly sideline of West River Road a distance of fifty-two and six tenths feet (52.6') to a #5 re-rod set.

Thence North seventy-eight degrees forty-one minutes West (N. 78° 41' W.) a distance of five hundred thirteen and eight tenths feet (513.8') to a #5 re-rod set in the easterly line of now or formerly of the Town of Waterville.

Thence North eleven degrees nineteen minutes East (N. 11° 19' E.) along the land of now or formerly of the Town of Waterville a distance of fifty feet (50') to a #5 re-rod set.

Thence South seventy-eight degrees forty-one minutes East (S. 78° 41' E.) a distance of five hundred thirty and two tenths feet (530.2') to the point of beginning.

The above described fifty foot (50') right of way is shown on a Final Plan of ALL PRO Soccer Sports Facility by LaBranche Land Surveys dated August 2004.

Received Kennebec SS.
09/14/2004 8:29AM
Pages & Attest:
BEVERLY JUSTIN-MATHEWAY
REGISTER OF DEEDS